



ORDINANCE No. 2022-11

AN ORDINANCE  
ADOPTING AMENDED NATURAL GAS RATES FOR  
THE DEPARTMENT OF PUBLIC UTILITIES EFFECTIVE ON DECEMBER 1, 2022

BE IT ORDAINED BY THE CITY COUNCIL DULY ASSEMBLED, that the following natural gas rates generally set forth below and specifically set forth in Exhibit "A" consisting of six (6) typewritten pages attached hereto and made a part hereof by reference are adopted and declared effective and in full force on December 1, 2022.

Amended Gas Rates

Natural Gas Rate – Code 3P – Large General Service – Special Project

Natural Gas Rate – Code 3Q – Interruptible Service – Special Project

Natural Gas Rate – Code 3R – Gas Transportation – Special Project

DONE AND RATIFIED by City Council duly assembled this 15<sup>th</sup> day of November, 2022.



*Michael C. Butler*  
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Mayor

*Benjamin Hair*  
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*Jandra P. Knotts*  
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*James W. ...*  
\_\_\_\_\_

*L. Zimmerman Keist*  
\_\_\_\_\_

*Richard T. ...*  
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*Kel ...*  
\_\_\_\_\_

Members of Council

ATTEST:

*Luda M. Daniel*  
\_\_\_\_\_  
City Clerk

First Reading:           October 18, 2022  
Second Reading:       November 1, 2022  
Third Reading:         November 15, 2022

**Gas Rate – Code 3P****Large General Service – Special Project**

Department of Public Utilities - Orangeburg, South Carolina

**Applicable:**

To any non-domestic and/or commercial or industrial customer having requirements in excess of 400 dekatherms per month served from a Special Project. A Special Project is a system expansion project specifically designated as a Special Project by Resolution of City Council and each Special Project will be treated as a separate and distinct Special Project. This rate schedule is not available to any customer whose requirements exceed 250 dekatherms per day on 4 or more days during the most recent 12 month period. In order to receive service hereunder, Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for Department installed flow computer and other metering equipment. In order to obtain service hereunder, Customer and the Department shall enter into an Industrial Service Agreement which will specify the term and rates for this service.

**Term:**

This rate shall apply to all bills dated from the commencement date of the Special Project from which the customer is served until expiration date of the Special Project as defined in the Industrial Service Agreement. The commencement date of the Special Project will be the date the first customer connects to the Special Project. The expiration date of the Special Project will occur one month after the cumulative net revenues from the Special Project exceed the project cost or the term established in the Industrial Service Agreement. After the expiration date of the Special Project, customers served from that Special Project under this rate will then be served under Gas Rate 3C.

**Monthly Rate:**

Customer will pay monthly for service based on separately applied charges for System Gas Supply, Distribution, Customer Service, and Weather Normalization components.

**System Gas Supply Charge:**

Customer will pay a monthly charge for system gas supply based on total deliveries to Customer based on the currently effective Gas Rate 3C Gas Supply Charge.

**Distribution Charge:**

Current Code 3C Distribution Charge

PLUS

The Distribution Surcharge defined in the Industrial Service Agreement

**Service Charge:**

Current Code 3C Service Charge

PLUS

The Service Surcharge defined in the Industrial Service Agreement

**Weather Normalization Charge:**

A Weather Normalization Charge will be assessed during the months of October through April to adjust for fluctuations in consumption due to colder or warmer than normal weather.

**Note: “General Terms and Conditions” in effect apply to above.**

**Effective: December 1, 2022**

**Gas Rate – Code 3Q                      Interruptible Service – Special Project**

Department of Public Utilities - Orangeburg, South Carolina

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**Applicable:**

As a convenience to Customers who do not desire to transport gas, this Rate Schedule is applicable to any Customer having requirements in excess of 1,000 dekatherms per month who is served from a Special Project and who elects to take service hereunder. Customers served hereunder must have adequate standby facilities to meet requirements in the event of service interruption or curtailment, or takes Contract Service under the Department's Contract Demand Sales Rate Schedule (Rate Code 3E). Service under this Rate Schedule is not available to any Customer who transports gas under the Department's Gas Transportation Rate Schedules (Rate Codes 3G or 3R). Service hereunder is interruptible and may be interrupted or curtailed by the Department at any time. In order to receive service hereunder, Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for Department installed flow computer and other metering equipment. In order to obtain service hereunder, Customer and the Department shall enter into an Industrial Service Agreement which will specify the term and rates for this service.

**Term:**

This rate shall apply to all bills dated from the commencement date of the Special Project from which the customer is served until expiration date of the Special Project as defined in the Industrial Service Agreement. The commencement date of the Special Project will be the date the first customer connects to the Special Project. The expiration date of the Special Project will occur one month after the cumulative net revenues from the Special Project exceed the project cost or the term established in the Industrial Service Agreement. After the expiration date of the Special Project, customers served from that Special Project under this rate will then be served under Gas Rate 3D.

**Monthly Rate:**

Customer will pay monthly for service based on separately applied charges for Interruptible Gas Supply, Distribution, and Customer Service components. The monthly rate charged by the Department is intended to equal the rate Customer would pay if Customer contracted directly for interruptible upstream capacity from Carolina Gas Transmission (CGT) and Southern Natural Gas (SNG) plus Department's cost of gas.

**Supply Charge:**

Customer will pay monthly for all interruptible gas consumed by Customer based on the sum of:

1. The price paid by the Department for its system gas supply, as adjusted for losses, plus
2. The rate charged per Dth by CGT for interruptible transportation service pursuant to CGT's Rate Schedule IT Zone 1, plus fuel and variable cost, as adjusted for losses, plus
3. The rate charged per Dth by SNG for interruptible transportation service pursuant to SNG's Rate Schedule IT Zone 1 to Zone 3, plus fuel and variable cost, as adjusted for losses, plus
4. \$0.05 per Dth delivered.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: December 1, 2022**

**Gas Rate – Code 3Q                      Interruptible Service – Special Project**

Department of Public Utilities - Orangeburg, South Carolina

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**Distribution Charge:**

Current Code 3D Distribution Charge

PLUS

The Distribution Surcharge defined in the Industrial Service Agreement

**Service Charge:**

Current Code 3D Service Charge

PLUS

The Service Surcharge defined in the Industrial Service Agreement

**Scheduling:**

Customer is responsible for scheduling deliveries with the Department (or the Department's agent) five days before the beginning of each billing month. Should Customer fail to schedule deliveries, the Department will assign a scheduled quantity equal to the quantity previously scheduled by Customer.

**Balancing:**

Customer is responsible for balancing actual deliveries with scheduled quantities on a monthly basis. To the extent Customer's failure to balance actual deliveries with scheduled quantities contributes to any penalty or additional cost to the Department, Customer shall reimburse Department for such additional cost.

**Unauthorized Deliveries:**

The Department retains the right to discontinue interruptible service on one-hour's notice for as long as necessary to protect economic deliveries to its firm customers. During periods of interruption or curtailment, all deliveries to the Customer in excess of any Contract Demand that the Customer may have for Contract Demand Service will be considered unauthorized. Unauthorized Deliveries will be subject to a daily Cost of Gas (as defined at time of curtailment (in addition to all other charges) a \$25.00 per dekatherm penalty plus any penalty or other charges incurred by the Department attributable to Customer's failure to limit deliveries to authorized levels. The above Competitive Pricing Provision will not apply to Unauthorized Deliveries.

Cost of Gas will be defined as the highest price shown among Transco points and South Louisiana-Southern Natural in the "AVG" column of the cash market price table published in the NGI Daily Gas Price Index.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: December 1, 2022**

**Gas Rate – Code 3R Gas Transportation Service – Special Project**  
Department of Public Utilities - Orangeburg, South Carolina

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**Applicable:**

This rate schedule is applicable to any consumer who has entered into an Industrial Service Agreement with the Department for the transportation of natural gas through the Department's gas distribution system served from a Special Project. Customer is responsible for the delivery of gas to the Department for transportation service hereunder. Service under this Rate Schedule is not available to any Customer who takes service under the Department's Interruptible Service Gas Sales Rate Schedule (Code 3D). The Department is under no obligation to deliver to Customer on any day, quantities of natural gas in excess of receipts by the Department of gas for Customer's account. In order to receive service hereunder, the Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) of Department installed flow computer and other metering equipment. In order to obtain service hereunder, Customer and the Department shall enter into an Industrial Service Agreement which will specify the term and rates for this service.

**Term:**

This rate shall apply to all bills dated from the commencement date of the Special Project from which the customer is served until expiration date of the Special Project as defined in the Industrial Service Agreement. The commencement date of the Special Project will be the date the first customer connects to the Special Project. The expiration date of the Special Project will occur one month after the cumulative net revenues from the Special Project exceed the project cost or the term established in the Industrial Service Agreement. After the expiration date of the Special Project, customers served from that Special Project under this rate will then be served under Gas Rate 3G.

**Monthly Rate:**

The Customer will pay monthly for service hereunder based on separately applied charges for Distribution and Customer Service components. In addition to these charges, the Customer will pay for any gas delivered to the Customer in excess of Receipts and will reimburse the Department for any costs attributable to the Customer's actions or inactions with regard to the Customer's purchase of gas and/or transportation of gas upstream of the Department, including but not limited to, the Customer's failure to balance daily receipts and deliveries and the Customer's failure to properly schedule receipts and deliveries.

**Distribution Charge:**

Current Code 3G Distribution Charge  
PLUS  
The Distribution Surcharge defined in the Industrial Service Agreement

Note: "General Terms and Conditions" in effect apply to above.

Effective: December 1, 2022

**Gas Rate – Code 3R Gas Transportation Service – Special Project**  
Department of Public Utilities - Orangeburg, South Carolina

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**Customer Service Charge:**

Current Code 3G Customer Service Charge

PLUS

The Customer Service Surcharge defined in the Industrial Service Agreement

**Minimum:**

The monthly minimum charge will be as defined in the Industrial Service Agreement.

**Receipts:**

As used herein, the term Receipts represents the volume of gas received for the account of the Department for redelivery to the Customer, less losses. Receipts in excess of the quantity of gas scheduled by Customer for delivery will be considered interruptible transportation gas.

**Deliveries:**

As used herein, Deliveries represent the volume of gas delivered by the Department to the Customer subject to this Rate Schedule. Deliveries to the customer on any day will be equal to the lesser of the quantity of gas received by the Department for the Customer's account or the metered quantity of gas delivered to the Customer. Metered deliveries on any day in excess of receipts will be used to offset any excess in receipts during the same billing month. Daily receipts by the Department in excess of metered deliveries to the Customer will be used to offset any deficiency in receipts during the same billing month, except, excess receipts may not be used to offset any deficiency which occurred on any day that the Department's system is in curtailment (Operational Flow Order). On any day when the Department's system is in curtailment, excess metered deliveries over receipts will be considered sold to Customer as Unauthorized Overrun gas.

**Balancing:**

The Customer is required to balance receipts and deliveries on a daily basis. For each billing month, any excess in receipts over metered deliveries to the customer will be purchased by the Department at 95% of the Department's average unit cost of its lowest cost supply (including associated transportation charges as adjusted for losses). Any deficiency in receipts will be purchased by the Customer at 105% of the greater of the Interruptible Gas Supply Charge or the Department's out-of-pocket cost associated with the Customer's deficiency plus the full Distribution Charge. In addition, the Customer will pay any penalty incurred by the Department attributable to the Customer's failure to balance receipts and deliveries. The Competitive Pricing Provision will not apply to any deficiency in monthly receipts.

**Scheduling:**

The Customer is responsible for the scheduling of receipts and deliveries with the Department (or the Department's agent) and with any other party that requires scheduling. The Customer must schedule receipts and deliveries with the Department 30 minutes in advance of the deadline established by any natural gas transmission entity upstream of the Department.

Note: "General Terms and Conditions" in effect apply to above.

Effective: December 1, 2022

**Gas Rate – Code 3R Gas Transportation Service – Special Project**  
Department of Public Utilities - Orangeburg, South Carolina

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**Service Character:**

Transportation service hereunder is considered as firm Transportation Gas up to the quantity of gas scheduled and received for delivery that day by the Department for Customer's account. Quantities of gas delivered by the Department in excess of the received quantity shall be considered as interruptible transportation gas. The Department, however, reserves the right to interrupt, curtail, or suspend deliveries and/or receipts under this Rate Schedule if in the sole opinion of the Department such interruption, curtailment, or suspension is required in order to protect the economic and/or operational service to the Department's firm sales customers.

Service hereunder is limited to the delivery to the Customer, by the Department, of gas received by the Department for the account of Customer. Customer assumes all responsibility in connection with the purchase of gas and the delivery of gas to the Department. The Department provides no guarantee or warranty regarding the service provided by any entity upstream of the Department.

**Unauthorized Overrun Deliveries:**

In the event that the Department's system is in curtailment, excess metered deliveries over receipts will be sold to Customer as Unauthorized Overrun gas. Unauthorized Overrun Deliveries will be subject to a daily Cost of Gas (as defined at time of curtailment), plus a \$25.00 per dekatherm penalty plus any penalty or other charges incurred by the Department attributable to Customer's failure to limit deliveries to authorized levels. The above Competitive Pricing Provision will not apply to unauthorized deliveries.

Cost Of Gas will be defined as the highest price shown among Transco points and South Louisiana-Southern Natural in the "AVG" column of the cash market price table published in the NGI Daily Gas Price Index.

Note: "General Terms and Conditions" in effect apply to above.

Effective: December 1, 2022